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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

STEPHEN WILSON, individually, and  
on behalf of a class of similarly situated  
individuals,

Plaintiff,

v.

ODWALLA, INC., a California  
corporation; THE COCA-COLA  
COMPANY, a Delaware corporation;  
and DOES 1-10, inclusive,

Defendants.

CASE NO. 2:17-cv-02763-DSF (FFMx)

**STIPULATED PROTECTIVE  
ORDER**

Complaint filed: March 9, 2017  
FAC filed: May 9, 2017

Pursuant to the stipulation of the parties, and good cause therefor, the Court  
enters the following order:

**1. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential,  
proprietary, competitively sensitive, or private information for which special  
protection from public disclosure and from use for any purpose other than  
prosecuting this litigation may be warranted. This Order does not confer blanket  
protections on all disclosures or responses to discovery and the protection it affords  
from public disclosure and use extends only to the limited information or items that

1 are entitled to confidential treatment under the applicable legal principles. As set  
2 forth in Section 12.3 below, this Stipulated Protective Order does not entitle the  
3 parties to file confidential information under seal; Civil Local Rule 79-5 sets forth  
4 the procedures that must be followed and the standards that will be applied when a  
5 party seeks permission from the Court to file material under seal.

6 1.1 Good Cause Statement: This action is likely to involve trade secrets,  
7 proprietary beverage production and supply information, proprietary marketing and  
8 pricing information, and confidential sales information, and other valuable research,  
9 development, commercial, financial, technical and/or proprietary information for  
10 which special protection from public disclosure and from use for any purpose other  
11 than prosecution of this action is warranted. Such confidential and proprietary  
12 materials and information consist of, among other things, confidential business or  
13 financial information (including competitively sensitive information), information  
14 regarding confidential business practices, or other confidential research,  
15 development or commercial information (including information implicating privacy  
16 rights of third parties), information otherwise generally unavailable to the public, or  
17 which may be privileged or otherwise protected from disclosure under state or  
18 federal statutes, court rules, case decisions, or common law. Accordingly, to  
19 expedite the flow of information, to facilitate prompt resolution of disputes over  
20 confidentiality of discovery materials, to adequately protect information the parties  
21 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
22 necessary uses of such material in preparation for and in the conduct of trial, to  
23 address their handling at the end of the litigation, and serve the ends of justice, a  
24 protective order for such information is justified in this matter. Information must  
25 not be designated as confidential for tactical reasons and nothing may be so  
26 designated without a good faith belief that it has been maintained in a confidential,  
27 non-public manner, and there is good cause why it should not be part of the public  
28 record of this case.

1     **2.     DEFINITIONS**

2             2.1     Action: this pending federal lawsuit.

3             2.2     Challenging Party: a Party or Non-Party that challenges the  
4 designation of information or items under this Order.

5             2.3     Competitor: any company in the beverage industry, including, but not  
6 limited to, any company that markets, produces, or sells non-alcoholic beverages;

7             2.4     “Confidential” Information or Items: information (regardless of how  
8 it is generated, stored or maintained) or tangible things that qualify for protection  
9 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
10 Cause Statement.

11            2.5     Counsel: Outside Counsel of Record and House Counsel (as well as  
12 their support staff).

13            2.6     Designating Party: a Party or Non-Party that designates information or  
14 items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL.”

16            2.7     Disclosure or Discovery Material: all items or information, regardless  
17 of the medium or manner in which it is generated, stored, or maintained (including,  
18 among other things, testimony, transcripts, and tangible things), that are produced  
19 or generated in disclosures or responses to discovery in this matter.

20            2.8     Expert: a person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who (1) has been retained by a Party or its counsel to  
22 serve as an expert witness or as a consultant in this Action; (2) is not a current  
23 officer, director or employee of a Competitor; and (3) at the time of retention, is not  
24 anticipated to become an officer, director, or employee of a Competitor during the  
25 pendency of the above-captioned matter.

26            2.9     House Counsel: attorneys who are employees of a Party to this Action  
27 or employees of a parent corporation of any Party to this Action. House Counsel  
28 does not include Outside Counsel of Record or any other outside counsel.

1           2.10 Non-Party: any natural person, partnership, corporation, association,  
2 or other legal entity not named as a Party to this Action.

3           2.11 Outside Counsel of Record: attorneys who are not employees of a  
4 party to this Action but are retained to represent or advise a party to this Action and  
5 have appeared in this Action on behalf of that party or are affiliated with a law firm  
6 which has appeared on behalf of that party, and includes support staff.

7           2.12 Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.14 Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying; videotaping; translating; preparing exhibits or  
14 demonstrations; organizing, storing, retrieving and/or analyzing data in any form or  
15 medium; etc.) and their employees and subcontractors. Professional vendors  
16 includes a professional jury or trial consultant retained in this litigation.

17          2.15 Protected Material: any Disclosure or Discovery Material that is  
18 designated as “CONFIDENTIAL.”

19          2.16 Receiving Party: a Party that receives Disclosure or Discovery  
20 Material from a Producing Party.

### 21       **3. SCOPE**

22           The protections conferred by this Order cover not only Protected Material (as  
23 defined above), but also any (1) information copied or extracted from Protected  
24 Material; (2) all copies, excerpts, summaries or compilations of Protected Material;  
25 and (3) any testimony, conversations, or presentations by Parties or counsel to, or  
26 in, court or in other settings that might reveal Protected Material.

27           Any use of Protected Material at trial shall be governed by the orders of the  
28 trial judge. This Order does not govern the use of Protected Material at trial.

1     **4.     DURATION**

2           Even after the termination of this litigation, the confidentiality obligations  
3 imposed by this Order shall remain in effect until a Designating Party agrees  
4 otherwise in writing or a court order otherwise directs. Final disposition shall be  
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
6 with or without prejudice; and (2) final judgment herein after the completion and  
7 exhaustion of all appeals, rehearings, remands, trials or reviews of this Action,  
8 including the time limits for filing any motions or applications for extension of time  
9 pursuant to applicable law.

10    **5.     DESIGNATING PROTECTED MATERIAL**

11           5.1   Exercise of Restraint and Care in Designating Material for Protection.

12    Each Party or Non-Party that designates information or items for protection under  
13 this Order must take care to limit any such designation to specific material that  
14 qualifies under the appropriate standards. A Designating Party must take care to  
15 designate for protection only those parts of material, documents, items, or oral or  
16 written communications that qualify so that other portions of the material,  
17 documents, items, or communications for which protection is not warranted are not  
18 swept unjustifiably within the ambit of this Order.

19           Mass, indiscriminate, or routinized designations are prohibited. Designations  
20 that are shown to be clearly justified or that have been made for an improper  
21 purpose (e.g. to unnecessarily encumber the case development process or to impose  
22 unnecessary expenses or burdens on the other parties) may expose the Designating  
23 Party to sanctions.

24           If it comes to a Designating Party's attention that information or items that it  
25 designated for protection do not qualify for protection at all, or do not qualify for  
26 the level of protection initially asserted, the Designating Party must promptly notify  
27 all other parties that it is withdrawing the mistaken designation.

1           5.2   Manner and Timing of Designations. Except as otherwise provided in  
2 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
4 under this Order should be clearly so designated before the material is disclosed or  
5 produced.

6           Designation in conformity with this Order requires:

7                   (a)   for information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or trial  
9 proceedings), that the Producing Party affix the legend “CONFIDENTIAL”  
10 (hereinafter “CONFIDENTIAL legend”), at the bottom of each page that contains  
11 protected material. If only a portion or portions of the material on a page qualifies  
12 for protection, the Producing Party also must clearly identify the protected  
13 portion(s) (e.g., by making appropriate markings in the margins).

14           A Party or Non-Party that makes original documents or materials available  
15 for inspection need not designate them for protection until after the inspecting Party  
16 has indicated which documents or materials it would like copied and produced.  
17 During the inspection and before the designation, all of the material made available  
18 for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
19 identified the documents it wants copied and produced, the Producing Party must  
20 determine which documents, or portions thereof, qualify for protection under this  
21 Order. Then, before producing the specified documents, the Producing Party must  
22 affix the “CONFIDENTIAL legend” at the bottom of each page that contains  
23 Protected Material. If only a portion or portions of the material on a page qualifies  
24 for protection, the Producing Party also must clearly identify the protected  
25 portion(s) (e.g. by making appropriate markings in the margins).

26                   (b)   for testimony given in depositions or in other pretrial  
27 proceedings, a Designating Party may identify on the record, before the close of the  
28 deposition, hearing, or other proceeding, all protected testimony, and further

1 specify any portions of the testimony that qualify as “CONFIDENTIAL” or, when  
2 it is impractical to specify portions entitled to protection, may simply invoke the  
3 right to designate specific portions as “CONFIDENTIAL.” Following the  
4 deposition, the Designating Party shall have 30 days, after the transcript becomes  
5 available, to identify the specific portions of the testimony as to whether protection  
6 is sought. Only those portions of the testimony that are appropriately designated  
7 for protection within the 30 days shall be covered by the provisions of this Order.  
8 Prior to the expiration of the 30 day period, the transcript shall be treated as  
9 “CONFIDENTIAL.”

10 (c) for information produced in some form other than documentary,  
11 and for any other tangible items, that the Producing Party affix in a prominent place  
12 on the exterior of the container or containers in which the information or item is  
13 stored the legend “CONFIDENTIAL.” If only portions of the information or item  
14 warrant protection, the Producing Party, to the extent practicable, shall identify the  
15 protected portions(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
17 failure to designate qualified information or items as “CONFIDENTIAL” does not,  
18 standing alone, waive the Designating Party’s right to secure protection under this  
19 Order for such material. Upon timely correction of a designation, the Receiving  
20 Party must make reasonable efforts to assure that the material is treated in  
21 accordance with the provisions of this Order.

## 22 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
24 designation of confidentiality at any time that is consistent with the Court’s  
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
27 resolution process under Local Rule 37.1 et seq.  
28

1           6.3    The burden of persuasion in any such challenge proceeding shall be on  
2 the Designating Party. Frivolous challenges, and those made for an improper  
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
4 parties) may expose the Challenging Party to sanctions. Unless the Designating  
5 Party has waived or withdrawn the confidentiality designation, all parties shall  
6 continue to afford the material in question the level of protection to which it is  
7 entitled under the Producing Party's designation until the Court rules on the  
8 challenge.

9       **7.    ACCESS TO AND USE OF PROTECTED MATERIAL**

10           7.1   Basic Principles. A Receiving Party may use Protected Material that is  
11 disclosed or produced by another Party or by a Non-Party in connection with this  
12 Action only for prosecuting, defending, or attempting to settle this Action. Such  
13 Protected Material may be disclosed only to the categories of persons and under the  
14 conditions described in this Order. When the Action has been terminated, a  
15 Receiving Party must comply with the provisions of section 13, below (FINAL  
16 DISPOSITION).

17           Protected Material must be stored and maintained by a Receiving Party at a  
18 location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Order.

20           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 CONFIDENTIAL only to:

24                   (a)   the Receiving Party's Outside Counsel of Record in this Action,  
25 as well as employees of said Outside Counsel of Record to whom it is reasonably  
26 necessary to disclose the information for this Action;



1 (b) the officers, directors, and employees (including House  
2 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
3 Action;

4 (c) Experts of the Receiving Party, with disclosure only to the  
5 extent reasonably necessary to enable such Expert to render such assistance,  
6 provided that

7 (i) Prior to receiving any Confidential Information,  
8 each Expert shall execute the “Expert Acknowledgement  
9 and Agreement to Be Bound” (Exhibit B). Outside  
10 Counsel of Record for the party obtaining an Expert’s  
11 signature on Exhibit B shall transmit a copy of Exhibit B  
12 to opposing counsel on or before the date required for  
13 exchange of initial expert reports (February 26, 2018) and  
14 shall retain the original signed acknowledgment, and;

15 (ii) (a) Outside Counsel for the Receiving Party has  
16 formed a good faith and informed belief that the  
17 individual has not previously violated any confidentiality  
18 agreement or order and is not likely to violate the terms of  
19 this Protective Order; (b) disclosure to that Expert is, in  
20 the good faith judgment of Outside Counsel for the  
21 Receiving Party, necessary to that party’s prosecution of  
22 the case, and (c) the Expert is not, and is not anticipated to  
23 become an officer, director, or employee of a Competitor  
24 during the pendency of this action;

25 (d) the Court and its personnel;

26 (e) court reporters and their staff

27 (f) professional jury or trial consultants, mock jurors, and

28 Professional Vendors to whom disclosure is reasonable necessary for this Action

1 and who have signed the “Acknowledgement and Agreement to Be Bound”  
2 (Exhibit A);

3 (g) the author or recipient of a document containing the information  
4 or a custodian or other person who otherwise possessed or knew the information;

5 (h) during their depositions, witnesses, and attorneys for witnesses,  
6 in the Action to whom disclosure is reasonably necessary provided: (1) the  
7 deposing party requests that the witness sign the form attached as Exhibit A hereto;  
8 and (2) they will not be permitted to keep any confidential information unless they  
9 sign the “Acknowledgement and Agreement to Be Bound” (Exhibit A), unless  
10 otherwise agreed by the Designating Party or ordered by the Court. Pages of  
11 transcribed deposition testimony or exhibits that reveal Protected Material may be  
12 separately bound by the court reporter and may not be disclosed to anyone except  
13 as permitted under this Stipulated Protective Order

14 (i) any mediator or settlement officer, and their supporting  
15 personnel, mutually agreed upon by any of the parties engaged in settlement  
16 discussions

17 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
18 **PRODUCED IN OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation  
20 that compels disclosure of any information or items designated in this Action as  
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall  
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order  
25 to issue in the other litigation that some or all of the material covered by the  
26 subpoena or order is subject to this Protective Order. Such notification shall  
27 include a copy of this Stipulated Protective Order; and  
28

1 (c) cooperate with respect to all reasonable procedures sought to be pursued  
2 by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with  
4 the subpoena or court order shall not produce any information designated in this  
5 action as "CONFIDENTIAL" before a determination by the court from which the  
6 subpoena or order issued, unless the Party has obtained the Designating Party's  
7 permission. The Designating Party shall bear the burden and expense of seeking  
8 protection in that court of its confidential material and nothing in these provisions  
9 should be construed as authorizing or encouraging a Receiving Party in this Action  
10 to disobey a lawful directive from another court.

11 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
12 **PRODUCED IN THIS LITIGATION**

13 (a) The terms of this Order are applicable to information produced by a Non-  
14 Party in this Action and designated as "CONFIDENTIAL." Such information  
15 produced by Non-Parties in connection with this litigation is protected by the  
16 remedies and relief provided by this Order. Nothing in these provisions should be  
17 construed as prohibiting a Non-Party from seeking additional protections.

18 (b) In the event that a Party is required, by a valid discovery request, to  
19 produce a Non-Party's confidential information in its possession, and the Party is  
20 subject to an agreement with the Non-Party not to produce the Non-Party's  
21 confidential information, then the Party shall:

22 (1) promptly notify in writing the Requesting Party and the Non-Party  
23 that some or all of the information requested is subject to a confidentiality  
24 agreement with a Non-Party;

25 (2) promptly provide the Non-Party with a copy of the Stipulated  
26 Protective Order in this Action, the relevant discovery request(s), and a  
27 reasonably specific description of the information requested; and

28 (3) make the information requested available for inspection by the

1 Non-Party, if requested.

2 (c) If the Non-Party fails to seek a protective order from this court within 14  
3 days of receiving the notice and accompanying information, the Receiving Party  
4 may produce the Non-Party's confidential information responsive to the discovery  
5 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
6 not produce any information in its possession or control that is subject to the  
7 confidentiality agreement with the Non-Party before a determination by the court.  
8 Absent a court order to the contrary, the Non-Party shall bear the burden and  
9 expense of seeking protection in this court of its Protected Material.

10 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
14 writing the Designating Party of the unauthorized disclosures, (b) use its best  
15 efforts to retrieve all copies of the Protected Material, (c) inform the person or  
16 persons to whom unauthorized disclosures were made of all the terms of this Order,  
17 and (d) request such person or persons return the Protected Material and execute the  
18 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit  
19 A.

20 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
21 **PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other  
24 protection, the obligations of the Receiving Parties are those set forth in Federal  
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
26 whatever procedure may be established in an e-discovery order that provides for  
27 production without prior privilege review. Pursuant to Federal Rule of Evidence  
28 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or work  
2 product protection, the parties may incorporate their agreement in the stipulated  
3 protective order submitted to the court.

## 4 **12. MISCELLANEOUS**

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
8 Protective Order no Party waives any right it otherwise would have to object to  
9 disclosing or producing any information or item on any ground not addressed in  
10 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
11 any ground to use in evidence of any of the material covered by this Protective  
12 Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
15 may only be filed under seal pursuant to a court order authorizing the sealing of the  
16 specific Protected Material at issue. If a Party's request to file Protected Material  
17 under seal is denied by the court, then the Receiving Party may file the information  
18 in the public record unless otherwise instructed by the court.

## 19 **13. FINAL DISPOSITION**

20 After the final disposition of this Action, as defined in paragraph 4, within 60  
21 days of a written request by the Designating Party, each Receiving Party must  
22 return all Protected Material to the Producing Party or destroy such material. As  
23 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
24 compilations, summaries, and any other format reproducing or capturing any of the  
25 Protected Material. Whether the Protected Material is returned or destroyed, the  
26 Receiving Party must submit a written certification to the Producing Party (and, if  
27 not the same person or entity, to the Designating Party) by the 60 day deadline that  
28 (1) identifies (by category, where appropriate) all the Protected Material that was

1 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
2 copies, abstracts, compilations, summaries or any other format reproducing or  
3 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
4 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
5 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
6 and trial exhibits, expert reports, attorney work product, and consultant and expert  
7 work product, even if such materials contain Protected Material. Any such archival  
8 copies that contain or constitute Protected Material remain subject to this Protective  
9 Order as set forth in Section 4 (DURATION).

10 **14. VIOLATION OF THIS ORDER**

11 Any violation of this Order may be punished by any and all appropriate  
12 measures including, without limitation, contempt proceedings and/or monetary  
13 sanctions.

14 **15. MODIFICATION**

15 This Order is subject to further court orders based upon public policy and  
16 other considerations. The Court may modify this Order *sua sponte* in the interest of  
17 justice.

18 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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20  
21 DATED: September 20, 2017

22 /S/ Frederick F. Mumm  
23 – The Honorable Fredrick F. Mumm  
24 United Magistrate Judge  
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1 EXHIBIT A

2  
3 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

4  
5  
6 I, \_\_\_\_\_ [print or type full name], of  
7 \_\_\_\_\_  
8 [print or type full address], declare under penalty of perjury that I have read in its  
9 entirety and understand the Protective Order that was issued by the United States  
10 District Court for the Central District of California on \_\_\_\_\_ [date] in the  
11 case of *Stephen Wilson v. Odwalla, Inc., et al.*, Case No. 2:17-cv-02763-DSF  
12 (FFM), I agree to comply with and to be bound by all the terms of this Protective  
13 Order and I understand and acknowledge that failure to so comply could expose me  
14 to sanctions and punishment in the nature of contempt. I solemnly promise that I  
15 will not disclose in any manner any information or item that is subject to this  
16 Protective Order to any person or entity except in strict compliance with the  
17 provisions of this Order. I further agree to submit to the jurisdiction of the United  
18 States District Court for the Central District of California for the purpose of  
19 enforcing the terms of this Protective Order, even if such enforcement proceedings  
20 occur after termination of this action.

21  
22 Date: \_\_\_\_\_

23  
24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_  
26 [printed name]

27 Signature: \_\_\_\_\_  
28 [signature]

**EXHIBIT B**  
**EXPERT ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of

\_\_\_\_\_  
[print or type full address], declare under penalty of perjury the following:

- (1) I have been retained by [INSERT COMPANY NAME] to serve as an Expert in this action;
- (2) I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of *Stephen Wilson v. Odwalla, Inc., et al.*, Case No. 2:17-cv-02763-DSF (FFM);
- (3) I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt;
- (4) I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order;
- (5) I am not currently an officer, director or employee of any Competitor (as defined in the Stipulated Protective Order), nor am I anticipated to become an officer, director, or employee of a Competitor during the pendency of the above-captioned matter; and

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(6) I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_

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